

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

James A. McGonigle, Lansing, Pa., 6/1/07

PROPOSALS FOR CARVING THE PANELS OVER WINDOWS AND MAIN ENTRANCE
AT THE U.S. MINT BUILDING, DENVER, COLORADO

TREASURY DEPARTMENT, Office of the Supervising Architect,
Washington, D.C. March 26, 1907. SEALED PROPOSALS will be received
at this office until 3 o'clock P.M., on the 1st, day of May, 1907,
and then opened, for Carving the Panels over Windows and Main
Entrance at the U.S. Mint Building, Denver, Colorado, in accordance
with the drawings and specification, copies of which may be had at
this office or at the Office of the Custodian of the building, at
the discretion of the Supervising Architect.

James Knox Taylor,

Supervising Architect.

L.G.F.
G.W.S.
J.C.P.
L.A.S.
H.
-E.F.

N.B.

Bidders are required to return the drawings and specification
without marks, notes, or other mutilations thereon.

The Government frank sent to intending bidders is to be used
for the return of drawings and specifications only.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT,

SPECIFICATION for Carving the Panels over Windows and Main Entrance at the U.S. Mint Building, Denver, Colorado.

GENERAL CONDITIONS.

FORM OF PROPOSAL AND SIGNATURE.

Proposal must be made on the blank form hereto attached, inclosed in sealed envelope, marked proposal with title of building as given above, and addressed to the Supervising Architect, stating in writing and figures (without interlineation, alteration, or erasure) the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and this specification, and the time within which he proposes to complete the work, and the unit prices called for in proposal sheet. The proposal must be signed with the full name and address of the bidder; if a copartnership, the copartnership name by a member of the firm, with the names and addresses in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposals or telegraphic modifications of proposals will be considered. Proposals received after the time advertised for the opening will be returned unopened. If proposal is sent by registered mail, allowance should be made for the additional time required for such transmission.

CERTIFIED CHECK.

Each bidder must submit with his proposal a certified check, in a sum equal to 2 per cent of the amount of such proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or refuses to execute the contract and bond required in the event of said contract being awarded to him, and checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder. Copy of contract and bond will be furnished the contractor after the approval of his bond.

EIGHT HOUR LAW.

The attention of bidders is called to the Act of Congress, approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

SUBCONTRACTORS.

No subcontractor or other person furnishing material or labor to the contractor will be recognized, nor will this Department be responsible in any way for the claims of such persons beyond taking a bond, as required by the Act of Congress approved August 13, 1894, which provides in substance that when a formal contract is let for the erection or repair of a public building, etc., the contractor, before commencing such work, shall furnish the usual penal bond, with good and sufficient sureties, with the additional obligation that such contractor will make prompt payment to all persons furnishing him labor or materials used in the prosecution of the work. Persons so furnishing materials or labor have a right of action on said bond, in the name of the United States, for their use. No formal contract is usually let, however, and no bond taken where the amount involved is less than \$2,000.

PARTIES IN INTEREST.

No Member of or Delegate to Congress and no officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

RIGHTS RESERVED.

The material proposed to be used, time for completion of work, and the competency and responsibility of bidders will receive consideration before award of contract.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect; blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to submit bids. In case of the abrogation of the contract, whether by reason of the default of the contractor, his bankruptcy, or other cause, the Supervising Architect, acting for both parties, shall have the right to determine the valuation of all work performed, and all materials furnished in place in connection with the contract, and of all material, machinery, tools, etc., upon the site of the building, taken possession of by the Government and his decision shall be final.

PROTECTION OF WORK AND MATERIALS.

The contractor must obtain, at his expense, all necessary policies of insurance on work and material supplied by him, as the same will be at his risk until final completion, inspection, and acceptance; but the contractor will be relieved of any risk for that portion of the building occupied by the Government before entire completion of his contract.

MODIFICATIONS.

The Department reserves the right to make any additions to, omissions from, or changes in, or substitutions for, the work or material called for by the drawings and specification, without notice to the surety or sureties on the bond given to secure satisfactory compliance with the terms of the contract; and the Department further reserves the right to demand additional security when additions are made, if in its judgment, such security is required. The unit prices called for in the proposal sheet shall be used as the basis of value of such additions, omissions, or changes, if they are deemed reasonable by the Supervising Architect. If deemed unreasonable, or if none applicable are given, and no agreement can be reached by the Supervising Architect and the contractor as to the reasonable value of the work, then the Supervising Architect shall have the right to fix the value of such additions, omissions, or changes, and no claim for damages on account of such change or for anticipated profits shall be allowed.

PAYMENTS.

Payments will be made as hereinafter stated.

DELAYS.

Each bidder must submit his proposal with the distinct understanding that, in case of its acceptance, time for the completion of the work shall be considered as of the essence of the contract, and that for the cost of all extra inspection, and for all amounts paid for rents, salaries of contingent force, and other expenses entailed upon the Government by delay in completing the contract, the

United States shall be entitled to the fixed sum of Ten dollars (\$ 10.00) as liquidated damages, computed, estimated, and agreed upon, for each and every day's delay not caused by the United States. *Provided*, however, that the collection of said sum may, in the discretion of the Secretary, be waived in whole or in part; and that the contractor is to be entitled to one day, in addition to said stipulated time, for each day's delay that may be caused by the Government.

The Department, acting for the United States, reserves the right to suspend any portion of the work embraced in the contract, whenever, in his opinion, it would be inexpedient to carry on said work.

EXECUTIVE ORDER.

Attention is directed to the following Executive order:

"Whereas by an Act of Congress which received Executive approval on February 23, 1887, all officers or agents of the United States were, as a matter of public policy, forbidden under appropriate penalties, to hire or contract out the labor of any criminal who might thereafter be confined in any prison, jail, or other place of incarceration for the violation of any laws of the Government of the United States of America.

"It is hereby ordered that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories of the United States contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction."

EXECUTIVE ORDER No 2.

I. All Departments of the Government under the supervision of which public works are being constructed are hereby directed to notify the representatives stationed at such public works to report at once to their respective Departments all cases in which contractors or subcontractors on works now under construction have required or permitted laborers or mechanics in their employ to work over eight hours in any one calendar day.

II. All Government representatives in charge of construction of public works are further directed that it is part of their duty to report to their respective Departments each and every case in which laborers or mechanics are required or permitted to work over eight hours a day on the works under supervision of such Government representatives. Wherever reports showing work in excess of eight hours a day are received by any Department they are to be referred to the Department of Justice for appropriate action.

III. All Departments of the Government under the supervision of which public works are being constructed by contract are further directed to have their respective legal officers prepare and forward to the President a list of such statutes and executive orders as have a direct bearing on contracts for the construction of public works, and with which bidders on such works should be made acquainted.

NOTICE TO SURETIES.

The attention of the Sureties is particularly directed to the following conditions:

The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the contract shall not be binding or conclusive upon the United States if it shall subsequently appear that the contractor has willfully or fraudulently or through collusion with the representative of this Department in charge of the work supplied inferior materials or workmanship, or has departed from the terms of his contract. In any such case the United States shall have the right, notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory material supplied to such extent as in the opinion of the Supervising Architect may be necessary to finish the work in accordance with the drawings and specifications therefor at the cost and expense of the contractor and the sureties on his bond, and shall have the right to recover against the contractor and his sureties, the cost of such work together with such other damages as the United States may suffer because of the default of the contractor in the premises, the same as though such acceptance and final payment had not been made.

Attention is called to Section 21 of the Act approved June 6, 1902, which provides as follows:

"That in all contracts entered into with the United States, after the date of the approval of this Act, for the construction or repair of any public building or public work under the control of the Treasury Department, a stipulation shall be inserted for liquidated damages for delay; and the Secretary of the Treasury is hereby authorized and empowered to remit the whole or any part of such damages as in his discretion may be just and equitable; and in all suits hereafter commenced on any such contracts or on any bond given in connection therewith it shall not be necessary for the United States, whether plaintiff or defendant, to prove actual or specific damages sustained by the Government by reason of delays, but such stipulation for liquidated damages shall be conclusive and binding upon all parties."

SPECIFICATION FOR CARVING THE PANELS OVER WINDOWS AND MAIN ENTRANCE
AT THE U. S. MINT BUILDING, DENVER, COLORADO.

Proposals must be based upon drawings Nos. 292 and 294--~~A~~and this specification, and the work must be carried out in strict accordance therewith, with such other details or models as may be furnished, and the instructions of the Custodian.

PAYMENTS.

Payments will be made at intervals of thirty days not to exceed 70% of the value of the work satisfactorily executed, and final payment upon the completion of the entire work and the approval and acceptance thereof by the duly authorized representative of the Treasury Department.

TIME TO COMPLETE.

Each bidder must state on the proposal sheet the time within which he will complete the work, and it will be an obligation of the contract that the work be carried on with sufficient progress to insure its completion within the time stated, which in no case shall exceed eight (8) months from date of award of contract.

PHOTOGRAPHS.

The contractor must furnish to the Supervising Architect on the first of each month a photograph of each panel, $6\frac{1}{2}$ " x $8\frac{1}{2}$ ", mounted on muslin, showing the condition of the work, photographs to be marked with the name of the building, the location of the panel and the date when taken, and shall be mailed in flat covers.

PROTECTION AND DAMAGE.

All work in place and also the new work must be fully protected from damage until completion of the contract, and the contractor

will be held responsible for and shall make good at his own expense any and all damage due to the execution of the contract or to the negligence of the contractor, or that may be caused by any person in his employ.

SCAFFOLDING AND TOOLS.

All tools, appliances, scaffolding, etc., necessary for the proper execution of the work, shall be supplied by the contractor, and shall be safe and suitable for the purpose.

Scaffolding over entrance door shall be constructed so as to permit the use of main entrance as a passageway, and the work shall be enclosed so as to prevent the dropping of spalls.

DEBRIS.

As the Custodian may direct during the progress of the work, and at its completion, the contractor is to clean up and remove from the premises all spalls, rubbish, etc., caused during the execution of the contract.

CARVING.

All carving is to be executed in marble. Panels over entrance door and thirteen windows, in strict accordance with full size models furnished to the contractor by the Government, F.O.B. at Denver, Colorado, by skilled carvers in a spirited and artistic manner, and to the entire satisfaction of the Supervising Architect.

James Knox Taylor,

Supervising Architect.

PROPOSAL FOR CARVING THE PANELS OVER WINDOWS AND MAIN ENTRANCE
AT THE U.S. MINT BUILDING, DENVER, COLORADO.

MCS

April 28th,

1907.

To the

Supervising Architect,
Treasury Department,
Washington, D.C.

Sir:

hereby propose to furnish all workmanship necessary to execute the carving of panels over windows and main entrance at the U.S. Mint building, Denver, Colorado, in strict accordance with drawings Nos. 292 and 294-A, the specification, such other details or models as may be furnished, and the instructions of the Custodian for the sum of-

Four Thousand Four Hundred & Forty-three..... (\$4,443.00)

TIME TO COMPLETE-----Seven Months.

AMOUNT included in proposal for panel over entrance

Five Hundred Forty-Three..... (\$543.00)
door-----

E.F.

In determining which is the lowest bid, it is understood that the Government reserves the right in awarding the contract to deduct any separate amount named in the proposal for any item mentioned therein.

NOTICE.

A CERTIFIED CHECK

Must accompany this
BID to entitle it to
CONSIDERATION.

Signature, **JAMES A. MCGONIGLE,**
Leavenworth, Kas.

Address,

Names of Individual Members of Firm,

Name of Corporation,

C. E. Kemper,
Acting Supvg. Architect.
May 1, 1907.

Name of President,

Name of Secretary,

Under what law corporation is organized,

COPY MCS

DENVER MINT (New)

JCP P LAS JAW FCA F

FORWARDING.

TREASURY DEPARTMENT,
Office of the Secretary,
WASHINGTON, May 17, 1907.

Mr. James A. McGonigle,
Leavenworth, Kansas.

Sir:

In accordance with the approval, dated May 13, 1907, of this Department, your proposal, dated April 28, 1907, the lowest received under advertisement of March 26, 1907 and opened May 1, 1907, in amount four thousand four hundred and forty-three dollars (\$4,443.00), is accepted to furnish all the workmanship necessary to execute the carving of panels over windows and main entrance of the U.S. Mint Building, Denver, Colorado, in strict accordance with drawings numbered 292 and 294 A, the specification, such other details or models as may be furnished, and the instructions of the Custodian.

One set of the specification and drawings is forwarded herewith, for your use.

It is understood and agreed that the work is to be completed by December 31, 1907.

It is understood and agreed that you are required to execute a formal contract, with bond in the sum of two thousand two hundred dollars (\$2,200.00), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded you.

This contract with bond must be executed in strict accordance with the rules printed at the head of said form, and be returned to the Supervising Architect of this Department at once.

You are further required to sign, near the signature of the Supervising Architect, the stamped copies of the said drawings, forwarded herewith, under separate cover, with label, printed in red attached, designating them as "Contract Drawings", and return the same immediately, for file in his Office as the contract drawings mentioned on the second page of that instrument.

The proceeds of your check for \$90.00 will be retained until the approval of your bond by the Secretary of the Treasury, of which you will be advised.

Payments on account of the work will be made, as required by the terms of your contract, from the appropriation for "Mint Building, Denver, Colorado".

Will you please acknowledge the receipt of this letter, a copy of which will be forwarded to the Custodian of the building.

Respectfully,

(Signed) BEEKMAN WINTHROP.
Assistant Secretary.

W JCP JSE L CEK JKT

INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

BETWEEN THE

UNITED STATES OF AMERICA

AND

James A. McGonigle

Whereas, By advertisement, duly made and published according to law, proposals were asked for furnishing all of the labor and materials for the work herein provided for; and

Whereas, The proposal of James A. McGonigle furnished in response thereto, was duly accepted, as hereinafter stated, on condition that he execute a contract in accordance with the terms of said bid.

Now, therefore, this agreement, made and entered into by and between J. B. Reynolds, Acting Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and James A. McGonigle, of Leavenworth, Kansas,

of the second part,

Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and with the party of the first part to furnish all of the labor and materials and do and perform all the work required for carving the panels over windows and main entrance of the Mint at Denver, Colo.,

1 in strict and full accordance with the requirements of drawings numbered 292,294A; such models ~~that the liquidated damages~~
 2 heretofore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
 3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
 4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
 5 and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
 6 Treasury Department; the advertisement for proposals, dated March 26, 1907; the specification for the work;
 7 the proposal dated April 28, 1907, addressed to the said Supervising Architect by the said party of the
 8 second part; and letter dated May 17, 1907, addressed to the said party of the second part by
 9 Beekman Winthrop Assistant Secretary of the Treasury, accepting said proposal;

10 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
 11 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
 12 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
 13 in connection with the prosecution of the work; that all work called for by the drawings and specifications though every item be not
 14 particularly shown on the first or mentioned in the second, shall be executed and performed as though each work were particularly
 15 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
 16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; and which said numbered
 17 drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in
 18 the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
 20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
 21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
 22 Architect or his representative, and that the same shall be completed in all its parts ~~within~~ by December 31, 1907; and work
 23 ~~ordered to, or, in the absence of such unit or value, no prevailing market rates; which market rates, in case of dispute, are to be~~
 24 ~~from the date of the approval of said bond hereto attached~~; that all materials used shall be of the very best quality of their respective
 25 kinds; that all the work performed shall be executed in the most skillful and careful manner possible;

26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.
 27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
 28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.

29 ~~It is further covenanted and agreed by and between the parties hereto that the said party of the second part shall, in the event of a breach of this contract, be liable for the payment of the sum of ten thousand dollars, to be paid by the said party of the second part to the said party of the first part, as and for liquidated damages, and not as a penalty, the sum of~~
 30 ~~ten thousand dollars, for each and every day the said party of the second part shall be in default, which said~~
 31 ~~sum of ten thousand dollars per day, in view of the difficulty of estimating such damages with exactness, is~~
 32 ~~hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the~~
 33 ~~second part in the event of a breach of this contract.~~

34 It is further covenanted and agreed by and between the parties hereto that the said party of the second part shall, in the event of a breach of this contract, be liable for the payment of the sum of ten thousand dollars, to be paid by the said party of the second part to the said party of the first part, as and for liquidated damages, and not as a penalty, the sum of
 35 ten thousand dollars, for each and every day the said party of the second part shall be in default, which said
 36 sum of ten thousand dollars per day, in view of the difficulty of estimating such damages with exactness, is
 37 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the
 38 second part in the event of a breach of this contract.

39 It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of
 40 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
 41 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
 42 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
 43 ten thousand dollars, for each and every day the said party of the second part shall be in default, which said
 44 sum of ten thousand dollars per day, in view of the difficulty of estimating such damages with exactness, is
 45 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the
 46 second part in the event of a breach of this contract.

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
37 event of the failure of the party of the second part immediately to proceed and faithfully continue the work,
38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of
41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

1 particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the
2 time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of
3 the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may
4 withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight
5 days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent,
6 of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days
7 as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the
8 said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the
9 second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and
10 to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the
11 default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage
12 incurred through such default and any and all other breaches of this contract.

13 It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part
14 of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes
15 or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United
16 States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise;
17 provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be
18 allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract,
19 the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the
20 second part for any damages which may arise out of any delay caused by the said party of the first part.

21 And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be
22 paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second
23 part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of
24 the second part, the sum of **four thousand four hundred forty-three (4,443.) dollars.**

BOND

seventy

per cent

1 And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ~~ninety~~
2 of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time
3 as the work progresses (the said value to be ascertained by the party of the first part), and ~~ten~~ ^{thirty} per cent thereof will be retained until
4 the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be
5 forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed
6 that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages
7 sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party of the
8 second part until every part of the work to the point of advancement reached—on account of which payment is claimed—shall be found
9 to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the entire satisfaction of the
10 said party of the first part.

or Delegate to

11 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,
12 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this
13 contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this
15 18th day of May A.D.1907.

16 All erasures, alterations, and interlineations
17 to be noted here before execution.

18 The erasures in lines 22 and 24, page 2, and the alterations and interlineation
19 in lines 1,3, and 11, page 5, were made before the execution hereof.

20 We hereby certify that this contract and bond have been correctly prepared
21 and compared:

22 Jas. A. Wetmore

Chief of the Law and Records Division.

James C. Plant

Superintendent of Computing Division.

XXXXXXXXXXXX

J. B. Reynolds

Acting Secretary of the Treasury.

CEK JKT

Witnesses to the signature of the Contractor:

J.N.Joerger

Stella A. McGonigle

James A. McGonigle

SEAL

Contractor.

Place
Corporate
Seal here.

NOTE.—Read rules carefully before executing.

BOND.

Know all men by these presents, That we, James A. McGonigle

of the City of Leavenworth, County of, and
State of Kansas, principal, and The Title Guaranty & Surety Company,

of the City of Scranton, County of, and
State of Pennsylvania, and
of the City of, County of, and
State of, surety, are held and firmly bound unto the United States of America in

the sum of two thousand two hundred dollars (\$2,200.), lawful
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty-first day of May A.D.1907,

The condition of the above obligation is such, That whereas the said James A. McGonigle

has entered into a certain contract, hereto attached, with
J. B. Reynolds, Acting Secretary of the Treasury, acting for and in behalf of the United States,
bearing date the 18th day of May A.D.1907: Now, if the said James A. McGonigle

shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
him to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all
the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,
and shall perform all the undertakings stipulated by him to be performed in any and all such changes in, or additions
thereto, notice thereof to the said surety being hereby waived, and shall promptly make payment to all persons supplying
him labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise,
to remain in full force and virtue.

In testimony whereof, The said James A. McGonigle

, principal, and The Title Guaranty & Surety Co.,
, surety
and

have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—

Stella A. McGonigle

Esther Porter

James A. McGonigle SEAL

J. N. Joerger

Stella A. McGonigle

The Title Guaranty & Surety Company SEAL

By Harvey B. Thomas

Attorney-in-Fact.

NOTE.—Read rules carefully before executing.

May 18, 1907.

CERTIFIED COPY.

No. A.

CONTRACT OF

James A. McGonigle

Of Leavenworth, Kan.,

For Carving panels

For U. S. Mint

At DENVER, COLO.,

Dated May 18, 1907.

Amount, \$ 4,443.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

May 31, 1907.

Respectfully referred to the Solicitor of the Treasury
for examination and indorsement.

Jes. A. Wetmore
Acting Assistant to Supervising Architect.

WFF ~~XXXXXXXXXX~~

CSJ Department of Justice,

OFFICE OF THE SOLICITOR OF THE TREASURY.

May 31, 1907.

I have examined the within instruments as to form
and execution, and in these respects they are approved.

F. A. Reeve

Assistant Solicitor of the Treasury.

CC

Treasury Department,

OFFICE OF THE SECRETARY.

June 1, 1907.

The within bond is hereby approved.

J. B. Reynolds

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

June 2, 1907.

I hereby certify that the within papers are true and
correct copies of the originals on file in this Depart-
ment.

See below
Assistant to Supervising Architect.
~~XXXXXXXXXX~~

James A. McGonigle, Lansing, Pa., 6/1/07

